

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

BANK OF AMERICA, N.A.

PLAINTIFF

v.

DANA R. ALLEN;
BETH A. RAMONDINO ALLEN;
SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

DEFENDANT(S)

CIVIL ACTION NO:

COMPLAINT FOR FORECLOSURE

NOW COMES Plaintiff, Bank of America, N.A., by and through its attorneys, Korde & Associates, P.C., and complains against the Defendants pursuant to 14 M.R.S. § 6321 et seq. saying further as follows:

JURISDICTION AND VENUE

1. This Court has diversity jurisdiction pursuant 28 U.S.C. § 1332 because the Plaintiff and Defendants are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000.00. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

3. Plaintiff, Bank of America, N.A., is a National Association chartered and organized under the laws of the United States of America with a principal place of business located at 100 North Tryon Street, Suite 170, Charlotte, NC 28202.

4. Defendant, Dana R. Allen, is an individual with a last known address of 8 Curve Street, Wilton, ME 04294.

5. Defendant, Beth A. Ramondino Allen, is an individual with a last known address of 8 Curve Street, Wilton, ME 04294.

6. Defendant, Secretary of Housing and Urban Development, is a governmental agency with a last known address of 451 Seventh Street, S.W., Washington, DC 20410.

FACTS

7. Dana R. Allen and Beth A. Ramondino Allen are the owners of certain real property located at 8 Curve Street, Wilton, ME, by virtue of a deed from Larry G. Alexander to Dana R. Allen and Beth A. Ramondino Allen, as joint tenants, dated April 21, 2006, and recorded in the Franklin County Registry of Deeds on May 4, 2006 in Book 2754, Page 127.

8. On April 21, 2006, Dana R. Allen and Beth A. Ramondino Allen executed and delivered to KeyBank National Association a certain promissory note in the original principal amount of \$83,600.00 and an Amended and Restated Note that was executed by Dana R. Allen and Beth A. Ramondino Allen on June 20, 2013 and again on September 3, 2019. (the "Note"). Copies of the Note and Amended and Restated note are attached hereto as Exhibit A.

9. Plaintiff is entitled to enforce the Note, as KeyBank National Association executed an endorsement appearing on the Note to Countrywide Bank, N.A., which then executed an endorsement to Countrywide Home Loans Inc., which then executed an endorsement to Countrywide Home Loans Servicing LP, which then executed an endorsement to Bank of America, N.A., which then executed an endorsement to Carrington Mortgage Services, LLC, which then executed an endorsement to Bank of America, N.A., which then executed an endorsement to blank appearing on the Note, rendering the Note enforceable by the party that is in possession of the original Note.

10. Plaintiff certifies that the owner of the Note is Bank of America, N.A.

11. To secure the Note, Dana R. Allen and Beth A. Ramondino Allen granted a mortgage to KeyBank National Association in the amount of \$83,600.00 dated April 21, 2006, and recorded on May 4, 2006, in the Franklin County Registry of Deeds in Book 2754, Page 129 (the "Mortgage"). The terms of the Note and Mortgage were modified pursuant to a Loan Modification Agreement dated June 20, 2013, and recorded July 25, 2013, in Book 3568, Page 329, further modified by a Corrective Loan Modification Agreement dated June 20, 2013, and recorded September 11, 2019, in Book 4121, Page 97. A copy of the Mortgage is attached hereto as Exhibit B. Copies of the Loan Modification Agreements are attached hereto in Exhibit B.

12. The property secured by the Mortgage is known as 8 Curve Street, Wilton, ME 04294, and is more particularly described in the Mortgage (the "Premises").

13. The Mortgage was assigned by Assignment from KeyBank National Association to Bank of America, N.A. dated December 4, 2015, and recorded on December 14, 2015, in Book 3787, Page 28. A copy of the Assignment is attached in Exhibit C.

14. Defendant, Secretary of Housing and Urban Development may claim an interest in the Premises by virtue of a mortgage dated June 8, 2022, in the amount \$12,663.06 recorded on July 1, 2022 in Book 4467, Page 284.

15. Defendants Dana R. Allen and Beth A. Ramondino Allen are presently in default on the Note and due for the monthly payment due September 1, 2022, and all payments due thereafter, thereby breaching a condition of the Mortgage.

16. By letters dated December 22, 2022, notice was provided that the Note was in default and of the right to cure the default. Copies of the notices are attached hereto as Exhibit D.

17. The notices were given on December 26, 2022 by first class mail, postage prepaid with a United States Postal Service Certificate of Mailing and by certified mail, return receipt requested, and therefore have expired.

18. The default has not been cured and, in accordance with the Note and Mortgage, the entire principal amount outstanding, accrued interest thereon, and all other sums due under the Note and Mortgage have been declared to be presently due and payable.

19. As of February 21, 2023, the following amounts are due and payable to the Plaintiff, exclusive of costs of collection, including attorney's fees, under the terms of the Note and the Mortgage:

Principal Balance	\$71,272.13
Accrued Interest	1,599.64
Attorney Fees	1,290.00
Late Charges	50.00
Property Inspection Fees	80.00
Property Preservation Fees	30.00
Total	<hr/> \$74,321.77

Additional interest is accruing on said principal balance from said date at a rate of \$7.919 per day.

20. Plaintiff anticipates that additional disbursements will be made for attorney's fees and other services rendered during the foreclosure and sale and the amount due under the mortgage will exceed the amount in controversy requirement of 28 U.S.C. § 1332 prior to or at the time of a Judgment issued in this action.

21. Pursuant to the terms of the Mortgage, Plaintiff is entitled to reasonable attorney's fees and all costs allowed by law in any lawsuit for foreclosure and sale.

22. Pursuant to 14 M.R.S. §6101, the Plaintiff may charge reasonable attorney's fees if the Plaintiff prevails in its action for foreclosure and sale.

COUNT I - FORECLOSURE

23. Plaintiff repeats and re-alleges paragraphs 1 through 22 as if fully set forth herein.

24. This is an action for foreclosure and title to real estate located at 8 Curve Street, Wilton, Franklin County, Maine 04294. See Exhibit B.

25. Plaintiff is entitled to enforce the Note, as KeyBank National Association executed an endorsement appearing on the Note to Countrywide Bank, N.A., which then executed an endorsement to Countrywide Home Loans Inc., which then executed an endorsement to Countrywide Home Loans Servicing LP, which then executed an endorsement to Bank of America, N.A., which then executed an endorsement to blank appearing on the Note, rendering the Note enforceable by the party that is in possession of the original Note. See Exhibit A.

26. Plaintiff, directly or through its agent, is in possession of the original Note, and a copy of the Mortgage and copies of any assignments.

27. Plaintiff, Bank of America, N.A., is the current owner of the Mortgage and Note.

28. Plaintiff is the party entitled to collect the debt evidenced by said Note.

29. Defendants, Dana R. Allen and Beth A. Ramondino Allen, are presently in default on the Note and due for the monthly payment due September 1, 2022, and all payments due thereafter, thereby breaching a condition of the Mortgage and the Note.

30. The default has not been cured and all sums due under the Note and Mortgage are presently due and payable.

31. The total amount due on the Note and Mortgage as of February 21, 2023 is \$74,321.77.

32. Notice was sent in compliance with 14 M.R.S. § 6111 on December 26, 2022, as evidenced by a copy of the notice, proof of certified mail and the certificate of mailing attached hereto as Exhibit D.

33. Plaintiff certifies that all steps mandated by law to provide notice of the default and of the right to cure have been taken and strictly performed.

34. By virtue of a breach of condition of the Note and Mortgage, Plaintiff hereby demands the foreclosure of the Mortgage and the sale of the Premises.

35. Defendants, Dana R. Allen and Beth A. Ramondino Allen, are not in the military as defined under the Servicemembers Civil Relief Act.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff prays that this Honorable Court:

- A. Determine that there has been a breach of condition of the Mortgage;
- B. Determine the amount due on the Note and Mortgage, including principal, interest, reasonable attorney's fees, court costs, and other expenses;
- C. Find Dana R. Allen and Beth A. Ramondino Allen liable for any deficiency balance remaining due to Plaintiff after the sale of the Premises and application of the proceeds of sale;

- D. Issue a Judgment of Foreclosure and Sale in conformity with 14 M.R.S. § 6322;
- E. Order exclusive possession of the Premises to the Plaintiff upon the expiration of the statutory ninety (90) day period of redemption set forth in 14 M.R.S. § 6322, and direct the Clerk to issue a writ of possession at the request of the Plaintiff; and
- F. Grant such other and further relief as the Court may determine proper.

Dated 2/24/2023

Respectfully submitted,

/s/ Robert Jackson

Robert Jackson, Esq., # 4496

Attorney for Plaintiff

KORDE & ASSOCIATES, P.C.

707 Sable Oaks Dr., Suite 250

South Portland, ME 04106

(207) 775-6223

rjackson@kordeassociates.com

MEFEDNotices@kordeassociates.com